

<i>SERFF Tracking Number:</i>	<i>XLAM-125557433</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Greenwich Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08GD-EN-PO06-MU</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0011 Environmental Pollution Liability</i>
<i>Product Name:</i>	<i>Environmental Terrorism Form Filing</i>		
<i>Project Name/Number:</i>	<i>CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU</i>		

## Filing at a Glance

Company: Greenwich Insurance Company

Product Name: Environmental Terrorism Form SERFF Tr Num: XLAM-125557433 State: Arkansas

Filing

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0011 Environmental Pollution

Co Tr Num: 08GD-EN-PO06-MU

State Status: Fees verified and received

Liability

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Jill Kelly

Disposition Date: 04/01/2008

Date Submitted: 03/19/2008

Disposition Status: Approved

Effective Date Requested (New): 12/26/2007

Effective Date (New):

Effective Date Requested (Renewal): 12/26/2007

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Status of Filing in Domicile: Pending Filing

Project Number: 08GD-EN-PO06-MU

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/01/2008

State Status Changed: 04/01/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Developed Cap on Losses from Certified Acts of Terrorism endorsements, to provide coverage for both certified acts of terrorism and other acts of terrorism. Included required Disclosure Notice as well as form usage rule. For General Liability, the company independent rates for terrorism will be replaced by the current ISO Commercial Lines Manual, Division Six - General Liability.

SERFF Tracking Number: XLAM-125557433 State: Arkansas  
 Filing Company: Greenwich Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08GD-EN-PO06-MU  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0011 Environmental Pollution Liability  
 Product Name: Environmental Terrorism Form Filing  
 Project Name/Number: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU

## Company and Contact

### Filing Contact Information

Patricia Pollard, Compliance Analyst patricia.pollard@xlai.com  
 1201 N. Market Street (302) 661-7010 [Phone]  
 Wilmington, DE 19801 (302) 778-4190[FAX]

### Filing Company Information

Greenwich Insurance Company CoCode: 22322 State of Domicile: Delaware  
 1201 North Market street Group Code: 1285 Company Type:  
 Suite 501  
 Wilmington, DE 19801 Group Name: State ID Number:  
 (866) 304-3079 ext. [Phone] FEIN Number: 95-1479095  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Greenwich Insurance Company	\$50.00	03/19/2008	18786972

SERFF Tracking Number: XLAM-125557433 State: Arkansas

Filing Company: Greenwich Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 08GD-EN-PO06-MU

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0011 Environmental Pollution Liability

Product Name: Environmental Terrorism Form Filing

Project Name/Number: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/01/2008	04/01/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Reviewer	Jill Kelly	03/19/2008	03/19/2008

*SERFF Tracking Number:*      *XLAM-125557433*                      *State:*                      *Arkansas*  
*Filing Company:*              *Greenwich Insurance Company*              *State Tracking Number:*              *EFT \$50*  
*Company Tracking Number:*      *08GD-EN-PO06-MU*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0011 Environmental Pollution Liability*  
*Product Name:*              *Environmental Terrorism Form Filing*  
*Project Name/Number:*              *CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU*

## **Disposition**

Disposition Date: 04/01/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125557433 State: Arkansas  
Filing Company: Greenwich Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08GD-EN-PO06-MU  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0011 Environmental Pollution Liability  
Product Name: Environmental Terrorism Form Filing  
Project Name/Number: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Expedited Filing Transmittal	Approved	Yes
Supporting Document	Filing Documents	Approved	Yes
Form	Coverage For Certified Acts of Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	Approved	Yes
Form	Coverage For Certified Acts of Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	Approved	Yes
Form	Coverage For Certified Acts of Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	Approved	Yes
Form	Coverage For Certified Acts of Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	Approved	Yes
Form	Policyholder Disclosure Notice of Terrorism Insurance Coverage	Approved	Yes

*SERFF Tracking Number:*      *XLAM-125557433*      *State:*      *Arkansas*  
*Filing Company:*      *Greenwich Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *08GD-EN-PO06-MU*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0011 Environmental Pollution Liability*  
*Product Name:*      *Environmental Terrorism Form Filing*  
*Project Name/Number:*      *CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU*

**Note To Reviewer**

**Created By:**

Jill Kelly on 03/19/2008 11:16 AM

**Subject:**

Filing Fee

**Comments:**

Please be advised that there is a \$50.00 filing fee which will be submitted via EFT. Thank you.

SERFF Tracking Number: XLAM-125557433 State: Arkansas

Filing Company: Greenwich Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 08GD-EN-PO06-MU

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0011 Environmental Pollution Liability

Product Name: Environmental Terrorism Form Filing

Project Name/Number: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Coverage For Certified Acts of Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	CELE216	12/07	Endorsement/Amendment/Conditions		0.00	CELE216 1207.pdf
Approved	Exclusion of Certified Acts of Terrorism	CELE217	12/07	Endorsement/Amendment/Conditions		0.00	CELE217 1207.pdf
Approved	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	CELE218	12/07	Endorsement/Amendment/Conditions		0.00	CELE218 1207.pdf
Approved	Coverage For Certified Acts of Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	ENSVSE286	12/07	Endorsement/Amendment/Conditions		0.00	ENSVSE286 1207.pdf
Approved	Exclusion of Certified Acts of Terrorism	ENSVSE287	12/07	Endorsement/Amendment/Conditions		0.00	ENSVSE287 1207.pdf
Approved	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism	ENSVSE289	12/07	Endorsement/Amendment/Conditions		0.00	ENSVSE289 1207.pdf
Approved	Coverage For	ENSTE26	12/07	Endorsement/Amendment/Conditions		0.00	ENSTE267

SERFF Tracking Number: XLAM-125557433 State: Arkansas  
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Company Tracking Number: 08GD-EN-PO06-MU  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0011 Environmental Pollution Liability  
Product Name: Environmental Terrorism Form Filing  
Project Name/Number: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU

	Certified Acts of 7 Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism		nt/Amendm ent/Condi ons		1207.pdf
Approved	Exclusion of Certified Acts of 8 Terrorism	ENSTE26 12/07	Endorseme New nt/Amendm ent/Condi ons	0.00	ENSTE268 1207.pdf
Approved	Exclusion of Certified Acts of 9 Terrorism and Other Acts of Terrorism	ENSTE26 12/07	Endorseme New nt/Amendm ent/Condi ons	0.00	ENSTE269 1207.pdf
Approved	Coverage For Certified Acts of 90 Terrorism, Subject To Cap and Coverage For Other Acts of Terrorism	COMPLE112/07	Endorseme New nt/Amendm ent/Condi ons	0.00	COMPLE190 1207.pdf
Approved	Exclusion of Certified Acts of 91 Terrorism	COMPLE112/07	Endorseme New nt/Amendm ent/Condi ons	0.00	COMPLE191 1207.pdf
Approved	Exclusion of Certified Acts of 92 Terrorism and Other Acts of Terrorism	COMPLE112/07	Endorseme New nt/Amendm ent/Condi ons	0.00	COMPLE192 1207.pdf
Approved	Policyholder Disclosure Notice of Terrorism Insurance Coverage	PN105 12/07	Disclosure/ New Notice	0.00	PN105 1207 T-all.pdf





## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

### **COVERAGE FOR CERTIFIED ACTS OF TERRORISM, SUBJECT TO CAP AND COVERAGE FOR OTHER ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### CONSULTANTS ENVIRONMENTAL LIABILITY POLICY

- A. Provided that coverage is otherwise afforded under this Policy, and subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

##### Terrorism

Any loss, CLAIM or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

- B. The following DEFINITIONS are added:

1. For the purposes of this endorsement ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and,

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. With respect to any one or more CERTIFIED ACTS OF TERRORISM, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the Company shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.
- D. Section IV. EXCLUSIONS, Item 15. Hostile Acts is deleted and replaced by the following:
  - 15. Hostile Actsbased upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to terrorism, including any CERTIFIED ACT OF TERRORISM or OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

CONSULTANTS ENVIRONMENTAL LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

#### CERTIFIED ACTS OF TERRORISM

Any loss, CLAIM or other coverages provided by endorsement or ANY INJURY OR DAMAGE arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- D. Section IV. EXCLUSIONS, Item 15. Hostile Acts is deleted and replaced by the following:
15. Hostile Acts
- based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to an OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

CONSULTANTS ENVIRONMENTAL LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

Terrorism

Any loss, CLAIM or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

### **COVERAGE FOR CERTIFIED ACTS OF TERRORISM, SUBJECT TO CAP AND COVERAGE FOR OTHER ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONSULTANT'S ENVIRONMENTAL LIABILITY POLICY  
PROFESSIONAL AND POLLUTION LIABILITY POLICY

- A. Provided that coverage is otherwise afforded under this Policy, and subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

#### Terrorism

Any LOSS, CLAIM or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

- B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and,



- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. With respect to any one or more CERTIFIED ACTS OF TERRORISM, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the Company shall not be liable for the payment of any portion of the amount of such losses that exceed the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.
- D. Section IV. EXCLUSIONS, Item 15. Hostile Acts is deleted and replaced by the following:
  - 15. Hostile Acts  
  
based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to terrorism, including any CERTIFIED ACT OF TERRORISM or OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

CONSULTANT'S ENVIRONMENTAL LIABILITY POLICY  
PROFESSIONAL AND POLLUTION LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

#### CERTIFIED ACT OF TERRORISM

Any LOSS, CLAIM or other coverages provided by endorsement or ANY INJURY OR DAMAGE arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
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- D. Section IV. EXCLUSIONS, Item 15. Hostile Acts is deleted and replaced by the following:
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- based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

CONSULTANT'S ENVIRONMENTAL LIABILITY POLICY  
PROFESSIONAL AND POLLUTION LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

Terrorism

Any LOSS, CLAIM or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
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    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

### **COVERAGE FOR CERTIFIED ACTS OF TERRORISM, SUBJECT TO CAP AND COVERAGE FOR OTHER ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### **POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY**

- A. Provided that coverage is otherwise afforded under this Policy, and subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

##### **Terrorism**

Any LOSS, REMEDIATION EXPENSE or LEGAL DEFENSE EXPENSE or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

- B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. With respect to any one or more CERTIFIED ACTS OF TERRORISM, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the Company shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.
- D. Section IV. EXCLUSIONS, Item 11. Hostile Acts is deleted and replaced by the following:
  - 11. Hostile Acts  
  
based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to terrorism, including any CERTIFIED ACT OF TERRORISM or OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

#### CERTIFIED ACTS OF TERRORISM

Any LOSS, REMEDIATION EXPENSE, or LEGAL DEFENSE EXPENSE or other coverages provided by endorsement or ANY INJURY OR DAMAGE arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and



- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. Section IV. EXCLUSIONS, Item 11. Hostile Acts is deleted and replaced by the following:
- 11. Hostile Acts
- based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

Terrorism

Any LOSS, REMEDIATION EXPENSE or LEGAL DEFENSE EXPENSE or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
- D. Section IV. EXCLUSIONS, Item 11. Hostile Acts is deleted and replaced by the following:
  - 11. Hostile Acts  
  
based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

### **COVERAGE FOR CERTIFIED ACTS OF TERRORISM, SUBJECT TO CAP AND COVERAGE FOR OTHER ACTS OF TERRORISM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY  
OCCURRENCE GENERAL CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

- A. Provided that coverage is otherwise afforded under this Policy, and subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

#### Terrorism

Any LOSS, CLAIM or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

- B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and,

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. With respect to any one or more CERTIFIED ACTS OF TERRORISM, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the Company shall not be liable for the payment of any portion of the amount of such losses that exceed the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.
- D. Section IV. EXCLUSIONS, Item 10. Hostile Acts is deleted and replaced by the following:
  - 10. Hostile Acts  
  
based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to Terrorism, including any CERTIFIED ACT OF TERRORISM or OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

GENERAL CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY  
OCCURRENCE GENERAL CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

#### CERTIFIED ACT OF TERRORISM

Any LOSS, CLAIM or other coverages provided by endorsement or ANY INJURY OR DAMAGE arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and

- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. Section IV. EXCLUSIONS, Item 10. Hostile Acts is deleted and replaced by the following:
- 10. Hostile Acts
- based upon or arising out from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion. This exclusion does not apply to an OTHER ACT OF TERRORISM.

All other terms and conditions remain the same.

## ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of  
Policy No. issued to  
by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

GENERAL CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY  
OCCURRENCE GENERAL CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

A. The following EXCLUSION is added:

This insurance does not apply to:

Terrorism

Any LOSS, CLAIM or any other coverages provided by endorsement, or ANY INJURY OR DAMAGE, arising, directly or indirectly, out of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM.

B. The following DEFINITIONS are added:

1. For the purposes of this endorsement, ANY INJURY OR DAMAGE means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.
2. CERTIFIED ACT OF TERRORISM means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended:
  - a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
  - b. to be an act of terrorism;
  - c. to be a violent act or an act that is dangerous to human life, property or infrastructure;
  - d. to have resulted in damage:
    - 1) within the United States; or
    - 2) to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and



- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 3. OTHER ACT OF TERRORISM means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. However, OTHER ACT OF TERRORISM does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5 million or less. Multiple incidents of an OTHER ACT OF TERRORISM which occur within a (72) seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a CERTIFIED ACT OF TERRORISM or an OTHER ACT OF TERRORISM that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

All other terms and conditions remain the same.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of terrorism has changed. As defined in Section 102(1) of Act: The term "act of terrorism" now means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits the United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one program year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

<i>SERFF Tracking Number:</i>	<i>XLAM-125557433</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Greenwich Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08GD-EN-PO06-MU</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0011 Environmental Pollution Liability</i>
<i>Product Name:</i>	<i>Environmental Terrorism Form Filing</i>		
<i>Project Name/Number:</i>	<i>CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125557433 State: Arkansas  
Filing Company: Greenwich Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08GD-EN-PO06-MU  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0011 Environmental Pollution Liability  
Product Name: Environmental Terrorism Form Filing  
Project Name/Number: CEL2,CEL3, PRAL3, CON, GL Terrorism Form and Rule Filing/08GD-EN-PO06-MU

## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document- Property & Casualty **Approved** 04/01/2008  
**Bypass Reason:** According to SERFF, this document is no longer necessary since the information is already included in the General Information screen.  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Expedited Filing Transmittal **Approved** 04/01/2008  
**Comments:**  
**Attachment:**  
Expedited Transmittal Form.pdf

**Review Status:**  
**Satisfied -Name:** Filing Documents **Approved** 04/01/2008  
**Comments:**  
**Attachments:**  
Pollution Cover Letter.BA.pdf  
CEL2 Terrorism Directory List.pdf  
CEL3 Terrorism Directory List.pdf  
OGCPL Terrorism Directory List.pdf  
PARL3 Terrorism Endorsement Directory List.pdf

**EXPEDITED FILING TRANSMITTAL DOCUMENT  
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) All States

Indicate Type of Filing
<input checked="" type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Greenwich Insurance Company	DE	22322	95-1479095

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Jill Kelly 1201 N. Market Street, Suite501 Wilmington, DE 19801	302-661-7090	302-778-4190	jill.kelly@xlgroup.com

**Filing information**

Line of Insurance (see attachment)	Other Liability
Company Program Title (Marketing title) (if applicable)	Environmental
Filing Type ** see note below	Form/Rule
This application is used with:	n/a
Effective Date Requested	12/26/07
Filing date	3/19/08
Company Tracking Number	08GD-EN-PO06-MU
Date filing approved in domiciliary state, if applicable	pending

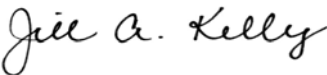
	<u>Component/Form Name /Description/Synopsis</u>	Form # or Rate Page Include edition date	Replacement Or withdrawn?	If replacement, give form # or rate page(s) it replaces	Previous State Filing Number, if required by state
01	See Attached Forms List		<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
02			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a form filing must include the following:

- A completed Expedited Filing Transmittal Document for each insurer or advisory organization.
- One copy of each endorsement, disclosure form or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf.
- A copy of the rates, rating systems and supporting documentation.
- The appropriate filing fees, if required.
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it:

Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state; and  
Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.



Jill A. Kelly

State Filings Analyst

Signature

Print Name:

Title:



March 19, 2008

Insurance Commissioner

**XL Insurance**  
Regulatory Services Group  
1201 North Market Street  
Suite 501  
Wilmington, DE 19801  
USA  
Toll Free 866-304-3079  
Phone 302-661-7010  
Fax 302-778-4190

RE: **Greenwich Insurance Company – NAIC: 22322 / FEIN: 95-1479095**  
Environmental Programs Other Liability Form and Rule Filing  
Effective Date: December 26, 2007 (expedited use & file)  
Company Filing Number: 08GD-EN-PO06-MU  
Terrorism Risk Insurance Program Reauthorization Act of 2007

Dear Commissioner :

Greenwich Insurance Company is filing an update to the Environmental Programs Other Liability Form and Rule Filing to comply with the Terrorism Risk Insurance Program Reauthorization Act of 2007. This filing only applies to the Environmental programs currently on file with your Division.

We have developed Cap on Losses from Certified Acts of Terrorism endorsements, to provide coverage for both certified acts of terrorism and other acts of terrorism. If coverage is rejected, Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism endorsement will be used. We have included the required Disclosure Notice as well as a form usage rule for your review. For General Liability, the company independent rates for terrorism will be replaced by the current Insurance Services Office, Inc., (ISO) Commercial Lines Manual, Division Six - General Liability currently on file with your Division.

We propose an effective date of December 26, 2007, or upon your earliest approval/acknowledgment.

In addition, we have completed the Expedited Filing Transmittal Document for Terrorism Risk Insurance Forms and Pricing to certify that the enclosed documents are in compliance with the terms of the Terrorism Risk Insurance Program Reauthorization Act of 2007 and the laws of this state.

Should you have any questions on this filing, please contact me at the numbers listed below. Thank you for your attention to this filing.

Respectfully submitted,

Jill A. Kelly  
State Filings Analyst  
Toll Free: 866-304-3079 x7090  
[Jill.Kelly@xlgroup.com](mailto:Jill.Kelly@xlgroup.com)

**CEL2  
TERRORISM DIRECTORY LIST  
FORMS**

NUMBER		TITLE
<b>ENDORSEMENTS</b>		
CELE216 (12/07)		Coverage For Certified Acts Of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism
CELE217 (12/07)		Exclusion Of Certified Acts Of Terrorism
CELE218 (12/07)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism

<b>POLICYHOLDER DISCLOSURE NOTICE</b>		
PN105 12 07 T		Policyholder Disclosure Notice of Terrorism Insurance Coverage

<b>FORMS TO WITHDRAW (Previous Terrorism Forms no longer going to be used)</b>		
CELE205 (11/02)		Certified Acts Of Terrorism Pursuant To The Terrorism Risk Insurance Act Of 2002 Exclusion – (GIC – Withdraw in all states <b>EXCEPT</b> : AK, FL, GA, IL, LA, NV, ND, NY, OH, OK, OR, TX, VA, WA)
CELE206 (11/02)		Terrorism Exclusion – (GIC – Withdraw in all states <b>EXCEPT</b> : AK, FL, GA, IL, LA, NV, ND, NY, OH, OK, OR, TX, VA, WA)
CELE207 (11/02)		Deletion Of Hostile Acts Exclusion – Addition Of War Exclusion – (GIC – Withdraw in all states <b>EXCEPT</b> : AK, TX, WA)
CELE211 (2/04)		Coverage For Certified Acts of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, LA, NV, ND, NY – “NYFTZ”, OH, OK, OR, VA, WA)
CELE212 (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in: IL, LA, NV, ND, OH, OK, OR, VA, WA)
CELE213 (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, LA, NV, ND, NY – “NYFTZ”, OH, OK, OR, VA, WA)
CELE214 (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in: IL, LA, NV, ND, OH, OK, OR, VA, WA)

**CEL3  
TERRORISM DIRECTORY LIST  
FORMS**

FORM NUMBER		ENDORSEMENT TITLE
<b>ENDORSEMENTS</b>		
ENSVSE286 (12/07)		Coverage For Certified Acts Of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism
ENSVSE287 (12/07)		Exclusion Of Certified Acts Of Terrorism
ENSVSE289 (12/07)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism

<b>POLICYHOLDER DISCLOSURE NOTICE</b>		
PN105 12 07 T		Policyholder Disclosure Notice of Terrorism Insurance Coverage

<b>FORMS TO WITHDRAW (Previous Terrorism Forms no longer going to be used)</b>		
ENSVSE271 (11/02)		Certified Acts Of Terrorism Pursuant To The Terrorism Risk Insurance Act Of 2002 Exclusion - (GIC – Withdraw in all states EXCEPT: AK, FL, GA, IL, KS, ME, NV, ND, NY, OK, OH, OR, TX, VA, WA)
ENSVSE272 (11/02)		Terrorism Exclusion - (GIC – Withdraw in all states EXCEPT: AK, FL, GA, IL, KS, ME, NV, ND, NY, OK, OH, OR, TX, VA, WA)
ENSVSE273 (11/02)		Deletion Of Hostile Acts Exclusion - Addition Of War Exclusion – (GIC – Withdraw in all states EXCEPT: ME, TX)
ENSVSE277 (2/04)		Coverage For Certified Acts of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, KS, NV, ND, NY-"NYFTZ", OH, OK, OR, VA, WA)
ENSVSE277-AK (2/04)		Coverage For Certified Acts of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in AK)
ENSVSE278 (2/04)		Coverage For Certified Acts of Terrorism, Subject to Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in: IL, NV, ND, OK, OR, VA, WA)
ENSVSE278-AK (2/04)		Coverage For Certified Acts of Terrorism, Subject to Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in AK)
ENSVSE279 (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, KS, NV, ND, NY-"NYFTZ", OK, OH, OR, VA, WA)
ENSVSE279-AK (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in AK)
ENSVSE280 (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in: IL, NV, ND, OK, OH, OR, VA, WA)
ENSVSE280-AK (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in AK)



**GREENWICH INSURANCE COMPANY**

**GCPL/OGCPL  
TERRORISM DIRECTORY LIST  
FORMS**

<b>FORM NUMBER</b>		<b>ENDORSEMENT TITLE</b>
<b>ENDORSEMENTS</b>		
CONPLE190 (12/07)		Coverage For Certified Acts Of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism
CONPLE191 (12/07)		Exclusion Of Certified Acts Of Terrorism
CONPLE192 (12/07)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism

<b>POLICYHOLDER DISCLOSURE NOTICE</b>		
PN105 12 07 T		Policyholder Disclosure Notice of Terrorism Insurance Coverage

<b>FORMS TO WITHDRAW (Previous Terrorism Forms no longer going to be used)</b>		
CONPLE179 (11/02)		Certified Acts Of Terrorism Pursuant To The Terrorism Risk Insurance Act Of 2002 Exclusion - (GIC – Withdraw in all states EXCEPT: AK, FL, GA, IL, LA, NV, ND, NY, OK, OH, OR, TX, VA, WA)
CONPLE180 (11/02)		Terrorism Exclusion - (GIC – Withdraw in all states EXCEPT: AK, FL, GA, IL, LA, NV, ND, NY, OK, OH, OR, TX, VA, WA)
CONPLE181 (11/02)		Deletion Of Hostile Acts Exclusion - Addition Of War Exclusion – (GIC – Withdraw in all states EXCEPT: LA, TX)
CONPLE183 (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, NV, ND, NY-"NYFTZ", OH, OK, OR, VA, WA)
CONPLE183-AK (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in AK)
CONPLE184 (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in: IL, NV, ND, OK, OR, VA, WA)
CONPLE184-AK (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in AK)
CONPLE185 (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, NV, ND, NY-"NYFTZ", OH, OK, OR, VA, WA)
CONPLE185-AK (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in AK)
CONPLE186 (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in: IL, NV, ND, OH, OK, OR, VA, WA)
CONPLE186-AK (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in AK)

**PARL3  
TERRORISM DIRECTORY LIST  
FORMS**

FORM NUMBER		ENDORSEMENT TITLE
<b>ENDORSEMENTS</b>		
ENSTE267 (12/07)		Coverage For Certified Acts Of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism
ENSTE268 (12/07)		Exclusion Of Certified Acts Of Terrorism
ENSTE269 (12/07)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism

<b>POLICYHOLDER DISCLOSURE NOTICE</b>		
PN105 12 07 T		Policyholder Disclosure Notice of Terrorism Insurance Coverage

<b>FORMS TO WITHDRAW (Previous Terrorism Forms no longer going to be used)</b>		
ENSTE257 (11/02)		Coverage For Certified Acts Of Terrorism Pursuant To The Terrorism Risk Insurance Act Of 2002 And Non-Certified Acts Of Terrorism – (GIC – Withdraw in all states EXCEPT: AK, CA, FL, GA, IL, LA, NV, ND, NY, OH, OK, OR, TX, VA, WA)
ENSTE258 (11/02)		Coverage For Certified Acts Of Terrorism Pursuant To The Terrorism Risk Insurance Act Of 2002 And Exclusion For Non-Certified Acts Of Terrorism - (GIC – Withdraw in all states EXCEPT: AK, CA, FL, GA, IL, LA, NV, ND, NY, OH, OK, OR, TX, VA, WA)
ENSTE261 (11/02)		Exclusion for Terrorism Including Certified Acts Of Terrorism Pursuant To The Terrorism Risk Insurance Act Of 2002 - (GIC – Withdraw in all states EXCEPT: AK, CA, FL, GA, IL, LA, NV, ND, NY, OH, OK, OR, TX, VA, WA)
ENSTE263 (2/04)		Coverage For Certified Acts of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, NV, ND, NY-"NYFTZ", OH, OK, OR, VA, WA)
ENSTE263-AK (2/04)		Coverage For Certified Acts of Terrorism, Subject To Cap And Coverage For Other Acts Of Terrorism (GIC – Withdraw in AK)
ENSTE264 (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in: IL, NV, ND, OH, OK, OR, VA, WA)
ENSTE264-AK (2/04)		Coverage For Certified Acts Of Terrorism, Subject To Cap; And Exclusion For Other Acts Of Terrorism (GIC – Withdraw in AK)
ENSTE265 (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in: FL, GA, IL, NV, ND, NY-"NYFTZ", OH, OK, OR, VA, WA)
ENSTE265-AK (2/04)		Exclusion Of Certified Acts Of Terrorism (GIC – Withdraw in AK)
ENSTE266 (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in: IL, NV, ND, OH, OK, OR, VA, WA)
ENSTE266-AK (2/04)		Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism (GIC – Withdraw in AK)